

**COUNTYWIDE SERVICE AGREEMENT BETWEEN  
COUNTY OF MONTEREY  
AND  
Printworks.Solutions Inc.  
RFP 10961-COUNTYWIDE PRINT SHOP AND COPY RELATED SERVICES**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”, and Printworks.Solutions Inc., hereinafter referred to as “CONTRACTOR.”

**RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP 10961) to provide on-call Countywide Print Shop and Copy Related Services for the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**1.0 PERFORMANCE OF THE AGREEMENT**

1.1 After consideration and evaluation of the CONTRACTOR’s proposal, the County hereby engages CONTRACTOR to provide the services set forth in this AGREEMENT on the terms and conditions contained herein. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

**AGREEMENT**

DATED, 4/1/2026, including all attachments and exhibits, and  
CONTRACTOR’s Proposal dated 9/16/26.

1.2 These documents are on file with the Contracts & Procurement Office.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR’s Proposal, including all attachments and exhibits.

1.4 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.

1.5 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

1.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## 2.0 SCOPE OF WORK/SERVICE

2.1 The SCOPE OF WORK includes, but is not limited to the following:

2.2 CONTRACTOR Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent (50%) of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

2.3 In Compliance with the County's approved Climate-Friendly Purchasing Policy (policy is located online at <http://www.co.monterey.ca.us/government/departments-a-h/administrative-office/contracts-purchasing/procurement-related-policies>). Contractor shall be required to provide at a minimum the following:

2.3.1 Packaging and shipping materials made from recycled materials, be recyclable, and be Styrofoam-free.

2.4 The Scope of Work shall include but is not limited to the following:

2.4.1 This RFP is intended to cover all labor, tools, equipment, materials, and any supervision necessary to provide complete printing and related services necessary to the County for the period of three (3) years with the option to renew on a year by year basis for a maximum of two (2) additional one year (1-year) periods.

2.4.2 Printing services are defined as those services, which are normally part of an in- house print shop and may include, but not be limited to the following:

- Cutting
- Collating
- Padding
- 3-hole punching
- Double-sided copies
- Folding
- Stapling
- Binding
- Saddle stitching
- Perforating
- Numbering
- Scoring

2.4.3 Photocopying, for the purpose of this RFP, is defined as the reproduction of printed materials using a xerographic-type machine to reproduce the image.

Some reproduction work required by the County falls into the photocopying category. Typical reproduction work needed by the County includes single and double-sided forms, flyers, and brochures in various sizes, including but not limited to, letter, legal, and 11" x 17" sizes. Recycled paper is desirable (but not mandatory) as long as the price is competitive, the brightness is 92 or greater, and the overall quality of the printed product is acceptable.

2.4.4 Two types of uncoated cover stock are typically used: AstroBrite 65# and Index 110#. Coated cover stock is not normally required for the jobs quoted on this request for bid.

2.4.5 Binding size definitions are as follows:

- Small = up to 1 inch thick
- Medium= 1 -1.5 inches thick
- Large = greater than 1.5 inches thick

2.4.6 The County has a need for offset type printing. Typical services required may include, but not be limited to:

- Typesetting
- Multiple color runs
- One and two-sided printing
- Cutting
- Folding
- Padding
- Form Numbering
- Graphic Design/Artwork

2.4.7 CONTRACTOR shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to provide printing services, including, but not limited to:

1. Printing of one (1) to four (4) colors
2. Bindery services, such as collating, folding, stitching, die cutting, perforating, and perfect bind
3. Both half-tones and duo-tones
4. Pick-up and inside delivery
5. Proofs, if required
6. Price quotations prior to start of work
7. Changes up to forty-eight (48) hours prior to delivery

2.4.8 Placement of Orders - Selected CONTRACTOR(s) will be invited to quote on specific jobs throughout the contract term. Orders for specific jobs will be placed by each individual department, based upon quoted price and CONTRACTOR(s) ability and capacity to meet County's requirements.

2.4.9 Delivery- Unless otherwise specified, delivery (s) shall be to each requesting department within the County.

2.4.10 Job Samples – Examples of the type of services commonly required by the County are detailed in Attachment A.

2.4.11 CONTRACTOR's Qualifications - Successful CONTRACTORs will be expected to adequately stock all printing and bindery materials commonly used by the County, and to maintain masters of commonly used County forms, to ensure timely delivery of jobs to be produced on demand.

2.4.12 The County reserves the right to visit and inspect the CONTRACTOR's facilities at a mutually agreed upon time to ascertain that the CONTRACTOR has the necessary resources to provide the required services. The County shall be the sole judge in determining if CONTRACTOR is qualified to undertake the project pursuant to the criteria set forth herein.

2.4.13 CONTRACTOR shall have its own physical printing facilities where the services described in the bid specifications will be performed. Production of actual printing jobs shall be completed at the CONTRACTOR's facilities although bindery tasks may be subcontracted. CONTRACTORS shall list subcontractors on Bid Form.

2.4.14 CONTRACTOR shall provide three (3) commercial references for whom CONTRACTOR performed similar services of a similar scope in the past five (5) years. These services must have been provided for a minimum of one (1) year.

## 2.5 SPECIFICATION AND SERVICE PERFORMANCE STANDARDS:

2.5.1 Services to be provided Monday to Friday, 8AM to 5PM, except County Holidays.

2.5.2 Turnaround time for printing or copying jobs must be twenty-four (24) hours (1 business day) or less for all jobs. Some time-sensitive jobs requiring immediate turn-around. Failure to provide promised delivery times may be cause for termination of the Agreement.

2.5.3 CONTRACTOR should have the ability to receive, edit and enhance print jobs electronically from County in formats such as MS Office and Adobe applications and make minor formatting changes and/or corrections before printing. County may also provide complex booklets or brochures in Illustrator or InDesign.

2.5.4 CONTRACTOR should have the ability to offer pickup and delivery services to end users requiring it for free or for a fixed delivery fee (to be quoted on bid pricing sheets).

2.5.5 All copies produced must be of commercially accepted quality, for example: properly aligned, no fading, smearing, correct contrast and color, and packaged in a manner to protect the documents from damage in transit. CONTRACTOR mistakes or copies of unacceptable quality will be corrected immediately at no cost to the County.

2.5.6 CONTRACTOR will provide individual invoices for each printing job, showing sufficient detail to verify unit costs are in accordance with contract prices. Upon mutual agreement, invoices may be consolidated into monthly departmental billings, and/or paid by County Procurement Credit Card.

2.5.7 In the event CONTRACTOR requires a proof for their job, the proof is to be signed and authorized by the requesting County personnel. The requirement for a proof may be dependent upon size of job and complexity of job to be determined by County personnel. If a proof is required, County personnel will indicate name and department of person responsible for proof.

2.5.8 Successful CONTRACTOR must have (or must obtain) a Certified Business License prior to the commencement of any Agreement.

## 2.6 COUNTY RESPONSIBILITIES:

2.6.1 County staff will provide all relevant job information on the CONTRACTOR's job ticket forms if applicable, and provide the graphics and text (in hardcopy or electronic format) for their reprographic jobs.

2.6.2 County personnel may e-mail, fax or hand deliver any such forms if applicable, unless the job is being picked up by the CONTRACTOR, in which case the job ticket form if applicable will be included with the relevant materials to be picked up.

## 3.0 PRICING AND BILLING

- 3.1 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Section 28.0 Pricing**, subject to the limitations set forth in this Agreement.
- 3.1.1 Prices shall remain firm for the term of this Agreement.
- 3.1.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.
- 3.1.3 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.
- 3.2 Prior to the start of each project, the County shall provide CONTRACTOR with a defined scope of services to be provided.
- 3.3 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement. This Agreement is one of several contracts awarded pursuant RFP # 10961, and all of such contracts are subject to a maximum cumulative expenditure amongst all such contracts of \$2,000,000 aggregate (not annual) over the potential five-year terms of all of the contracts.
- 3.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 3.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 3.6 Tax:
- 3.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 3.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.
- 3.7 Travel/Mileage
- 3.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.
- 3.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>
- 3.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

3.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

3.8 This is one of several agreements entered into pursuant to RFP #10827 and County shall allocate funds as needed.

## 4.0 TERM OF AGREEMENT

4.1 The term of the AGREEMENT(s) will be for a period of three (3) years from **April 1, 2026, to March 31, 2029**, with the option to extend the AGREEMENT for one (1) additional two (2) year periods, for a total not to exceed a maximum five-(5) year Agreement, unless sooner terminated pursuant to the terms of this Agreement.

4.1.1 County reserves the option to renew or extend this AGREEMENT.

4.1.2 County is not required to state a reason if it elects not to renew.

4.2 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4.3 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

4.3.1 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.3.2 Both parties shall agree upon rate extension(s) or changes in writing.

4.3.3 CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

4.3.3.1 CONTRACTOR shall maintain all license and security requirements as set forth in Section 7.0.

4.4 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

## 5.0 INVOICES AND PURCHASE ORDERS

5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.

5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit

such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 5.3 Invoicing by CONTRACTOR will clearly itemize the following:
  - 5.3.1 The County Department receiving services,
  - 5.3.2 The purchase order number under which the invoice is to be charged,
  - 5.3.3 The services provided,
  - 5.3.4 Dates of services,
  - 5.3.5 An itemization of other reimbursable expenses approved by the County in writing, as applicable.
- 5.4 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.5 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

## **6.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents, and subcontractors.

## **7.0 INSURANCE/SECURITY REQUIREMENTS**

### 7.1 Evidence of Coverage:

- 7.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.
  - 7.1.1.1 CONTRACTOR, prior to commencement of this AGREEMENT, shall provide to County, a "Certificate of Insurance" showing the coverages, limits and endorsements set forth below for all CONTRACTOR'S SUBCONTRACTORS certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.
- 7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of

CONTRACTOR.

7.1.2.1 CONTRACTOR SHALL PROVIDE TO COUNTY ANNUALLY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATE OF INSURANCE WITHIN 15 DAYS OF EXPIRATION OF CERTIFICATE.

7.1.2.2 CONTRACTOR SHALL PROVIDE TO COUNTY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATES OF INSURANCE WITHIN 15 DAYS OF CHANGE.

7.2 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Auto Liability Coverage:** must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an AGREEMENT, obtain extended reporting coverage ("tail

coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of an AGREEMENT.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

#### 7.4 Other Insurance Requirements:

- 7.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractor.
- 7.4.3 Additional Insured Status  
The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### Primary Coverage

For any claims related to this contract, the CONTRACTOR’S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR’S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

#### Waiver of Subrogation

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

7.4.4 Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 7.5 Security Requirements

7.5.1 CONTRACTOR shall ensure it holds the insurance and required licenses under both, State and local jurisdictions and they remain current during the full term of the AGREEMENT.

7.5.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.

7.5.3 CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to, Sheriff facilities and facilities where children, elderly, and dependent adults are present.

7.5.3.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

7.5.3.1.1 Some County facilities require, California Law Enforcement Telecommunications System (CLETS) clearance.

7.5.3.2 Criminal background checks will be accepted from CONTRACTOR if: performed within the last five (5) years background check was performed as set forth in this Section 7.0.

7.5.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

7.5.3.4 CONTRACTOR is responsible for the cost of the State level criminal background Checks.

## 8.0 RECORDS AND CONFIDENTIALITY

- 8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 8.4 Access to and Audit of Records: The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining Revised 01/26/2026 6 of 11 Agreement ID: to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 8.5 Royalties and Inventions: County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County
- 8.6 Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

## 9.0 NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 10.0 PERFORMANCE STANDARDS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. Neither CONTRACTOR nor CONTRACTOR's employees shall be entitled to any employee benefits from Monterey County. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.
- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

## 11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.

## 12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

### **13.0 PREVAILING WAGE**

Under Labor Code sections 1720 et seq., a contract for Electrician services may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

### **14.0 BACKGROUND CHECKS**

- 14.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Monterey County Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.
  - 14.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.
  - 14.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).
  - 14.1.3 EXCEPTION: Personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.
- 14.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

### **15.0 TIME OF ESSENCE**

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

## **16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH**

16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

## **17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT**

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of service or offers for service that do not meet specifications shall be made at the expense of CONTRACTOR.

## **18.0 WARRANTY BY CONTRACTOR**

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

## **19.0 ACCESSIBILITY**

CONTRACTOR shall inform himself/herself/itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORs work are made quickly and easily accessible.

## 20.0 CLEANUP

- 20.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.
- 20.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

## 21.0 DAMAGES

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or any employee of the CONTRACTOR while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

## 22.0 FORCE MAJEURE

- 22.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 22.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 22.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

## 23.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3)

days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

**TO COUNTY:**

County of Monterey Contracts & Procurement Office  
1488 Schilling Place Salinas, CA 93901  
Tel. No.: (831) 755-4990 Fax No.: (831) 755-4969

**TO CONTRACTOR:**

Printworks. Solutions Inc.  
Denise Cardona  
19420 Prestancia Court Salinas, CA 93902  
Tel. No.: (831) 588-2199  
dcardona@printworks.solutions

## **24.0 LEGAL DISPUTES**

- 24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

## **25.0 HAZARDOUS MATERIALS**

**HAZARDOUS MATERIALS:** Transportation of any hazardous materials to County must be done so in conformance with Superfund Amendments and Reauthorization Act Title 3 as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to service and acceptance by County. (ONLY IF NEEDED)

## **26.0 PROTECTION OF PUBLIC**

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.  
(ONLY IF NEEDED)

**27.0 CONSENT TO USE OF ELECTRONIC SIGNATURES**

27.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et. seq, California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**27.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**27.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect if the manually signed counterpart or counterparts had been delivered to the other party in person

**28.0 PRICING**

**PRICING PAGE**

**RFP 10961 PRINT SHOP AND COPY RELATED SERVICES**

**COMPANY NAME:**

The undersigned CONTRACTOR hereby offers to perform services in strict compliance with the specifications, terms and conditions set forth in this bid invitation.

CONTRACTOR SHALL SUBMIT PRICING FOR THE SAMPLES LISTED BELOW IN ACCORDANCE TO ATTACHEMENT - A. COUNTY SHALL UTILIZE THE SAMPLES BELOW DURING THE SELECTION PROCESSES.

CONTRACTOR SHALL PROVIDE THE COUNTY WITH A COMPLETE PRICE LIST FOR ALL SERVICES RENDERED BY THE CONTRACTOR.

**Job # 1 Newsletters**

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5-7	1790	Rush Lead Time		

**Job #2 County Letter Head**

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	5-7	1330	Rush Lead Time	3-4	1590

**Job #3 Annual Budget Book**

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	10-12	4280	Rush Lead Time		

**Job #4 Board of Supervisors Agenda Packet**

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	4-5	505	Rush Lead Time		

**Job #5 NCR Forms**

Description	# of Days	Bid Price	Description	# of Days	Bid Price
Standard Lead Time	4-5	1045	Rush Lead Time	2-3 days	1260

DESCRIPTION: job #1 newsletter

ART: digital files supplied  
BLEEDS: ok  
PROOF: PDF  
PAGES: 12 pages  
BINDING: saddlestitch

FINISHING: fold, collate and stitch/trim  
PACKAGING: Carton pack  
SHIP VIA:  
FOB: Salinas  
SALES REP: Denise

DESCRIPTION: newsletter, 12 pages  
FINISHED SIZE: 8.5x11  
FLAT SIZE: 17x11  
PAPER: 80# gloss text  
INK:: 12 color or 4 CP throughout-  
same \$

DESCRIPTION:  
FINISHED SIZE:  
FLAT SIZE:  
PAPER:  
INK::

DESCRIPTION:  
FINISHED SIZE:  
FLAT SIZE:  
PAPER:  
INK::

DESCRIPTION:  
FINISHED SIZE:  
FLAT SIZE:  
PAPER:  
INK::

price is delivered

QUANTITY: 4500  
PRICE: 1790.00  
PRICE/UNIT:

DESCRIPTION: job #2 letterhead

ART: digital files supplied  
BLEEDS: no  
PROOF: PDF  
PAGES:  
BINDING:

FINISHING: trim  
PACKAGING: carton pack  
SHIP VIA:  
FOB: Salinas  
SALES REP: Denise

DESCRIPTION: letterhead  
FINISHED SIZE: 8.5x11  
FLAT SIZE:  
PAPER: 24# neenah bond or comparable  
INK:: 4 CP one sided

DESCRIPTION:  
FINISHED SIZE:  
FLAT SIZE:  
PAPER:  
INK:

DESCRIPTION:  
FINISHED SIZE:  
FLAT SIZE:  
PAPER:  
INK::

DESCRIPTION:  
FINISHED SIZE:  
FLAT SIZE:  
PAPER:  
INK:

price is delivered

QUANTITY: 20.000  
PRICE: 1330.00  
PRICE/UNIT:

DESCRIPTION: job #3 annual budget book

ART: digital files supplied  
BLEEDS: ok  
PROOF: PDF  
PAGES: 650 pages + dividers + covers  
BINDING: perfect bind

FINISHING: score cover, collate, bind  
PACKAGING: carton pack  
SHIP VIA:  
FOB: Salinas  
SALES REP: Denise

DESCRIPTION: cover  
FINISHED SIZE: 8.5x11  
FLAT SIZE: 17x11  
PAPER: 80# gloss cover  
INK:: 4CP one sided

DESCRIPTION: 650 interior pages  
FINISHED SIZE: 8.5x11  
FLAT SIZE:  
PAPER: 50# offset/ 20# bond  
INK: black ink throughout

DESCRIPTION: 20 digider pages flush trim  
FINISHED SIZE: 8.5x11  
FLAT SIZE:  
PAPER: 80# gloss cover  
INK:: 4 over 0

DESCRIPTION:  
FINISHED SIZE:  
FLAT SIZE:  
PAPER:  
INK:

price is delivered

QUANTITY: 100  
PRICE: 4280.00  
PRICE/UNIT:

DESCRIPTION: job #4 board of supervisors agenda packet/pages

ART: digital files supplied  
BLEEDS: ok  
PROOF: PDF  
PAGES: 76 pages / 38 sheets  
BINDING: no binding

FINISHING: collate in sets / 3 hole drill  
PACKAGING: slip sheet sets and box  
SHIP VIA:  
FOB: Salinas  
SALES REP: Denise

DESCRIPTION: packet pages / loose-drilled  
FINISHED SIZE: 8.5x11  
FLAT SIZE:  
PAPER: 50# offset / 20# bond  
INK:: 4CP throughout

DESCRIPTION:  
FINISHED SIZE:  
FLAT SIZE:  
PAPER:  
INK:

DESCRIPTION:  
FINISHED SIZE:  
FLAT SIZE:  
PAPER:  
INK::

DESCRIPTION:  
FINISHED SIZE:  
FLAT SIZE:  
PAPER:  
INK:

price is delivered

QUANTITY: 50  
PRICE: 505.00  
PRICE/UNIT:

DESCRIPTION: job #4 ncr forms

ART: digital files supplied  
BLEEDS: ok  
PROOF: PDF  
PAGES:  
BINDING:

FINISHING: collate and pad with fan apart  
PACKAGING: box  
SHIP VIA:  
FOB: Salinas  
SALES REP: Denise

DESCRIPTION: ncr form  
FINISHED SIZE: 8.5x11  
FLAT SIZE:  
PAPER: 2 part ncr  
INK:: black over 0

DESCRIPTION:  
FINISHED SIZE:  
FLAT SIZE:  
PAPER:  
INK:

DESCRIPTION:  
FINISHED SIZE:  
FLAT SIZE:  
PAPER:  
INK::

DESCRIPTION:  
FINISHED SIZE:  
FLAT SIZE:  
PAPER:  
INK:

price is delivered

QUANTITY: 2000 sets of 3 pt  
PRICE: 1045.00  
PRICE/UNIT:

--End of Section 28 Pricing--

Exhibit B-Insurance Modification

County of Monterey Countywide Print Shop and Copy Related Service Agreement

between

County of Monterey

And

Printwork.Solutions Inc.

**WORKERS' COMPENSATION INSURANCE:**

At the time of execution of this Agreement, Printwork.Solutions Inc.(Contractor) does not have employees and therefore, does not carry a Workers' Compensation Insurance coverage. Should Contractor hire employees during the term of this Agreement, Contractor shall comply with County's insurance requirements pertaining to Workers' Compensation as described in Section 7.3 of 7.3.1 of this agreement.

**AUTO LIABILITY INSURANCE COVERAGE:**

Amend subparagraph 7.3 of 7.3.1, "Insurance Requirements: to strike the third paragraph, "Auto Liability Coverage, "in its entirety as the CONTRACTOR represents that all services are performed remotely.

*--End of Exhibit B*

**29.0 SIGNATURE PAGE**

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel-Susan K. Blich, County Counsel

By: Shane Eben Strong  
6624564F383643C...  
County Counsel

Date: \_\_\_\_\_  
2/26/2026 | 8:11 AM PST

Approved as to Fiscal Provisions

By: Andree Valentine  
25834C99491E449...  
Auditor/Controller

Date: \_\_\_\_\_  
2/27/2026 | 4:10 PM PST

Approved as to Liability Provisions

Office of the County Counsel-Risk Management  
By: David Bolton, Risk Manager  
88FDC263EF6243C...  
David Bolton Risk Manager

Date: \_\_\_\_\_  
2/27/2026 | 5:06 PM PST

**PRINTWORKS SOLUTIONS INC.**

By: Denise Cardona  
828411150CF845D...  
(Signature of Chair, President, or Vice-President) \*

**DENISE CARDONA, PRESIDENT**

Date: \_\_\_\_\_  
2/20/2026 | 9:51 AM PST

By: Denise Cardona  
828411150CF845D...  
(Signature of Secretary, Asst. Secretary, FO, Treasurer or Asst. Treasurer) \*  
**DENISE CARDONA, CFO**

Date \_\_\_\_\_  
2/20/2026 | 9:52 AM PST

**County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_**

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign

<sup>1</sup> Approval by the Office of the County Counsel is required.

<sup>2</sup> Approval by Auditor-Controller is required.

<sup>3</sup> Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.